

031 + 6-6-68 02-06 Bergen  
Bergen Court, Board of Prisoners  
AGREEMENT - COUNTY OF BERGEN

THIS DOES NOT  
CIRCULATE  
Freeholders

and

BERGEN COUNTY LAW ENFORCEMENT GROUP;  
PBA Local 134, Bergen County Sheriff's Department,  
PBA Local 203, Bergen County Department of Weights and Measures,  
FOP Lodge No. 33, District Court Sergeants-at-Arms

1978 - 1979

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LIBRARY  
Management and  
Training  
JUL 26 1979  
ROCKS UNIVERSITY

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This Agreement is made this 14th day of December, 1978, between the Board of Chosen Freeholders of the County of Bergen, hereinafter referred to as the "County" and the Bergen County Law Enforcement Group, consisting of Patrolmen's Benevolent Association Local 134, Bergen County Sheriff's Department; Patrolmen's Benevolent Association Local 203, Bergen County Department of Weights and Measures; and Fraternal Order of Police Bergen Lodge No. 33, District Court Sergeants-at-Arms; hereinafter collectively referred to as the "Locals".

WHEREAS, the parties have carried on collective negotiations for the purpose of developing a contract covering wages, hours of work and all other terms and conditions of employment for the Locals.

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE 1 - Recognition

1. The County hereby recognizes the Locals as the sole and exclusive representative of all employees covered under this Agreement in the titles of Sheriff's Officer; Sheriff's Officer, Sergeant; Ballistics Officer; Identification Officer; Assistant Supervisor, Bureau of Criminal Identification; County Correction Officer; Court Attendant; Assistant County Superintendent of Weights and Measures; and Sergeants-at-Arms.

2. The title "Officer" shall be defined to include the plural as well as the singular, and to include females.

#### ARTICLE 2 - Term of Agreement

This Agreement shall be in force from January 1, 1978 to December 31, 1979 and the status quo shall remain in full force and effect until a successor agreement is executed. All economic provisions of this Agreement shall be retroactive to

January 1, 1978 except as otherwise herein provided.

ARTICLE 3 - Collective Negotiating Procedure

1. Collective negotiations with respect to rates of pay, hours of work and other conditions of employment and bargainable issues shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) additional representatives of each party, plus counsel and two experts, shall participate in collective negotiating meetings, except by consent of both parties.

2. Collective negotiations for the contract period beginning January 1, 1980 shall commence on or about September 5, 1979.

3. Negotiating sessions shall begin at 1:30 P. M. or such other time mutually agreed upon by the parties on the date agreed upon and the Local's representatives (not exceeding the number shown in Section 1) on duty on that day shall be permitted to attend the negotiating session and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to association representatives for the negotiating sessions.

ARTICLE 4 - Preservation of Rights

1. Nothing in this agreement shall abrogate the existing management rights of the elected or appointed officials in charge of the various departments of County government subject to this Agreement and to all applicable Federal and State laws, rules and regulations and the existing rights of the employees.

2. The County agrees that all benefits provided to the Locals in the agreement covering the years 1974-1975, as well as those provided during the years 1976-1977 when no signed agreement between the parties existed, shall be maintained during the term of this Agreement except as herein changed, modified or altered by or deleted from the provisions of this Agreement.

#### ARTICLE 5 - Discrimination

This contract shall be subject to all State and Federal regulations on discrimination. There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the unit because of membership of activity in either the PBA or group constituting said unit.

#### ARTICLE 6 - Notification of Changes

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Locals representative before they are established.

#### ARTICLE 7 - Salary

1. Effective January 1, 1978, each permanent employee in the unit with a minimum of one year's service shall receive an increase in his annual base salary of \$1,000.00. The retro-active portion of this increase shall be paid in a separate check as soon as practicable but not later than 45 days after the execution of this Agreement. Permanent employees with less than one year's service shall receive the increase on the anniversary date of their hire. The minimum salary for the year 1978 shall be \$9,900.00. The maximum base salary for the year 1978 for each of the titles covered under this Agreement shall be as set forth in Schedule A attached hereto.

2. Effective January 1, 1979, each permanent employee in the unit with a minimum of one year's service shall receive an increase of \$1,000.00 in his then base salary. Permanent employees with less than one year's service shall receive the increase on the anniversary date of their hire. The minimum salary for the year 1979 shall be \$9,900.00. The maximum base salary for the year 1979 for each of the titles covered under this Agreement shall be as set forth in Schedule B attached hereto.

3. Employees who have attained permanent status as of

the date of the execution of this Agreement but who have not yet reached their maximum base salary, shall continue to move from minimum to maximum base salary in three (3) equal annual increments.

4. Employees who attain permanent status subsequent to the date of the execution of this Agreement shall move from minimum to maximum base salary in four (4) equal annual increments.

5. The maximum base salary for Sergeants-at-Arms as set forth in Schedule A attached hereto shall become effective as of the date of the execution of this Agreement.

#### ARTICLE 8 - Longevity

1. Payments shall be made to employees with unbroken, continuous long-term service to the County as follows:

- a. Completing 72 months (6 years) - \$100.00.
- b. Completing 108 months (9 years) - \$200.00.
- c. Completing 168 months (14 years) - \$400.00.
- d. Completing 228 months (19 years) - \$600.00.

2. Longevity payments for the years 1978 and 1979 shall be made in 26 equal payments commencing the first pay period of 1978 and shall be included as part of the base salary. Payments made in advance to employees who resign or are discharged for cause during the year shall be deducted from final payments as to those employees.

#### ARTICLE 9 - Health Benefits

1. The County shall continue to provide all employees and members of their immediate family covered under the present coverage with like or similar hospitalization and other insurance, as is now provided. In the event that the insurance carrier presently covering the hospitalization and medical insurance for the County shall refuse to carry or continue said insurance coverage, then, in that event, the County shall immediately apply to a new insurance company for the identical insurance as is now provided,

provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the County shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

2. Summer, seasonal and per diem workers are not eligible.

3. In accordance with the provisions of Chapter 11, Public Laws of 1973, premiums for benefits in the State Health Benefits Program shall be paid by the County for those employees in the unit who retire, providing that they have served a minimum of 25 years as set forth in the Act.

#### ARTICLE 10 - Work Schedule, Overtime

1. The regular normal work week shall be defined as starting at 12:01 A.M. on Sunday and terminating at 12 Midnight on Saturday.

2. The work day shall be eight (8) hours and forty (40) hours per week for PBA Local 134 and FOP Lodge 33 (Sergeants-at-Arms) and six and one-half ( $6\frac{1}{2}$ ) hours per day, thirty-two and one-half ( $32\frac{1}{2}$ ) hours per week for PBA Local 203 (Weights and Measures). The Locals schedules shall be at the discretion of the respective department heads.

3. Any employee who shall be called back to duty shall be paid at a rate of straight time or time and one-half,

whichever is appropriate, provided, however, if the employee is called back to duty, he shall be paid a minimum of four (4) hours or the actual hours worked, whichever is greater. Call back shall mean, any employee called to duty more than one (1) hour prior to commencement of the assigned tour of duty or called back to duty after he has completed a regular tour of duty, provided that the employee is called back after he has left his assignment.

4. If any employee is called to duty on his day off he shall be paid a minimum of four hours pay at time and one-half. If he is on duty for more than four hours, he shall be paid for a full day.

5. Employees shall be entitled to be paid for court appearance on after-duty hours or on days off in accordance with the above paragraphs, whichever may apply.

6. If the regularly scheduled day or tour of day of an employee has been established in advance by a schedule and is changed from that day or tour of a day by the department head within 72 hours of the scheduled day or tour, then the employee shall receive overtime for the new hours he is assigned to work at time and one-half.

7. Compensatory time off shall not apply in the Sheriff's Department or with respect to Sergeants-at-Arms, except for Superior Officers. Compensatory time off in the case of Local 203 may be utilized where an employee has earned overtime but elects to take compensatory time off, with the permission of his department head, prior to the next pay period. Where the overtime earned is at time and one-half, the compensatory time may be taken at time and one half. The maximum CTO which may be accumulated is 80 hours.



8. With respect to Local 134 (Sheriff's Dept.), all overtime shall be scheduled to give as near as practicable an equal amount of overtime to all personnel. An alphabetical list containing all the names of provisional and permanent employees of the department shall be maintained by the department. Starting January 1, 1979, overtime shall first be offered to the first name appearing on the list as may then be in effect. Thereafter, overtime shall be offered to the next person as his or her name may appear on the list as suitable overtime shall become available.

It is further recognized that overtime may occur when the first eligible name is regularly assigned. In that event, the overtime shall be offered to the next name.

It is further recognized that some personnel may not desire overtime and may request in writing that his or her name be passed over on said list as overtime would have been offered. This may be granted by the Sheriff or his representative but a person may not decline in an emergency or where he is directly ordered to duty.

Overtime shall be offered without favoritism. At the end of each three months of the year, two representatives of the PBA shall meet with the Sheriff or his representative and review the overtime of the permanent personnel.

9. In the event of personnel assigned to guarding of prisoners at Bergen Pines and other like locations, the officer or officers assigned shall be of the same sex as the prisoner or prisoners guarded, whenever possible.

#### ARTICLE 11 - Pay During Absence

1. Unscheduled Absences - If, for any reason, an employee is unable to report for duty, he must notify his Department Head as soon as possible, and before his scheduled starting time.

2. Jury Duty - A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the County.

3. Sick Leave

a. If the employee is unable to report to work due to illness or for any other reason, it is essential that he notify his Supervisor or Department Head, according to the procedure established in his department. Failure to give proper notification without just reason could result in disapproval of his request for sick leave or be considered as an unscheduled absence.

b. The cause for the employee's absence must be reported daily, unless he provides adequate explanation and reason to cover several days. In any sick leave of five (5) days or more, a doctor's certificate must be submitted. The Department Head retains the right in sick leave cases under five (5) days to conduct an inquiry into the sick leave request or to require examination by a county physician if he has any question in his mind as to the employee's condition.

c. Sick leave must be earned before it can be used. Should the employee require none or only a portion of his earned sick leave for one year, the amount not taken accumulates to his credit from year to year during his employment.

d. Sick leave is earned and accumulated in the following manner:

1. One working day for each full month of service during the remaining months of the first calendar year of his employment and fifteen work-

ing days (1 $\frac{1}{4}$  per month) for each calendar year thereafter. If the employee begins work after the fourth day of the month he does not earn sick leave for that month.

e. Part time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full time employee. It is determined by the number of standard hours worked in each pay period.

f. Summer, seasonal or per diem workers are not eligible for sick leave.

g. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

#### 4. Injury Leave

a. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from

duty caused by an accident, illness or injury which occurred while the employee was performing his duties and which is covered by Workmen's Compensation Insurance.

b. All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workmen's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, he shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

c. The payments enumerated above will be made for a period not in excess of ninety (90) working days for each new and separate injury. After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Board of Chosen Freeholders. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due him at the time of the injury.

d. Use of injury leave - employees absent from duty due to an accident, illness or injury covered by Workmen's Compensation Insurance, who have completed three month's service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workmen's Compensation under the terms of the New Jersey Workmen's Compensation Act. In the event that the State determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance.

e. Contested injuries - charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave so

charged shall be reccredited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and to use vacation leave.

f. Medical proofs - In order to limit the obligation of the County for each new separate injury, the County may require the employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County service.

g. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.

1. Additional reports shall be filed from the physician every two weeks thereafter indicating the current status of the employee's health and the time of his anticipated return to duty.

2. In the absence of such certification, the employee shall be removed from injury leave.

#### 5. Funeral Leave

a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household. Said death leave shall not be charged against employees sick leave.

## 6. Terminal Leave

a. An employee, upon retirement, (Service Retirement, Accidental Disability Retirement, Ordinary Disability Retirement, Early Retirement and Deferred Retirement) or an employee who terminates his service after reaching age 60 who is not covered by the Public Employee's Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the employee elects. In addition, in the event of the death of an employee whose pension rights have vested or who is eligible for early retirement or who has reached the age of 60, then the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate:

1. Option 1 - One-half of the employee's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided however, that no such lump sum payment shall exceed \$12,000.00.

Option 2 - One day of pay for each full year's service with the County of Bergen.

In the event of the death of an active employee who has reached age 60, terminal leave shall be paid to his estate in accordance with the option selected.

## 7. Leave of Absence

a. Leave without pay - A permanent employee may, for reasons satisfactory to the County, be granted a personal leave of absence without pay or services credit for time absent for a period up to six (6) months. In exceptional circumstances,

such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the County.

1. Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

2. Personal leaves of absence are granted with the understanding that the employee intends to return to his County duties. If an employee fails to return within five (5) working days after the expiration of the leave of excused absence, he may be considered to have resigned and not in good standing.

3. Employees on leave without pay for more than two weeks in any month will not receive paid health benefits, holiday pay, nor will they accrue sick and vacation time.

b. Maternity Leave - Upon request, a female employee with permanent status may use her accumulated sick leave for maternity purposes.

1. An employee requesting maternity leave should report her pregnancy not later than the end of the fourth month. If there are any personal questions pertaining to Maternity Leave, the employee can ask her Department Head to schedule an appointment with the registered nurse in the Medical Clinic.

2. An employee while on paid maternity leave is considered to be an active employee and as such will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the County.

c. Military leave shall be granted as prescribed by Federal or State Law.

#### ARTICLE 12 - Vacation

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.

2. The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowance shall be as follows:

a. Employees shall earn one day per month in the first year of employment for the first eleven (11) months and four (4) days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.

b. From the beginning of the second year, to and including the fifth year, employees shall earn vacation at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month.

c. From the beginning of the sixth year and thereafter, employees shall earn vacation at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per month.

d. Vacation may be accumulated as set forth in the Civil Service Act.

#### ARTICLE 13 - Personal Leave

1. Each employee shall be entitled to take one (1) day of personal leave with pay during each year of this Agreement. The department head must be notified of the personal leave request and prior approval of the department head must be obtained.

2. Summer, seasonal and per diem workers are not eligible.

#### ARTICLE 14 - Holidays

1. All employees, in addition to their regular wages shall receive thirteen (13) holidays and any additional full day holiday granted other County employees. Bergen County observes



the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
	Christmas Day

2. If a holiday falls during an employee's vacation, he shall be granted an additional day of vacation. Present Jail and Identification Bureau policy is excepted, since holidays are built into the schedule.

3. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Injury Leave, Terminal Leave, Jury Duty Leave, Maternity Leave, Compensatory Time Off and Vacation Leave.

4. Holidays falling during an unpaid leave of absence will not be credited.

#### ARTICLE 15 - Grievance Procedures

1. The purpose of the grievance procedure shall be to settle all grievances between the County and the Locals as quickly as possible, so as to insure efficiency and promote employee's morale.

2. A grievance is defined as any disagreement between the County and the Locals involving the interpretation or application of a regulation, violation of agreements and suspension.

3. All grievances shall be processed as follows:

a. They shall be discussed by the Employee(s) involved and the Local representatives with the immediate Superior designated by the Department Heads. The answer shall be made within three (3) days by such immediate Superior, to the Local.

b. If the grievances are not settled through Step 1

the same shall be reduced to writing by the Local and Employee(s) and submitted to the Department Heads, or any person designated by him, and the answer to such grievances shall be made in writing, with a copy to the Local or Employee(s) within five (5) days of their submission.

c. If the grievances are not settled by Steps 1 and 2, then the Local or Employee(s) shall have the right to submit such grievances to the County Administrator. A written answer to said grievances shall be served upon the individual and the Grievance Committee within seven (7) calendar days after submission.

4. If the grievances are not settled by Steps 1, 2 and 3, then the Local and/or Employee(s) within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretation, or misapplication of the terms of this Agreement and the referenced policies directly affecting them (the Locals) to an Arbitrator appointed by the Parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties.

5. Nothing herein shall prevent any employee from processing his own grievance, providing the Locals and representatives may be present.

6. If an employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

7. Grievances must be initially filed within thirty (30) days of the incident, or the employee's knowledge of such incident.

#### ARTICLE 16 - Local Representatives and Members

1. Authorized representatives appointed by the Locals, not to exceed three (3), shall be authorized to discuss with the Department Head any questions concerning the terms of this Agreement.

2. During negotiations the authorized representatives of each department, not to exceed three (3) Sheriff's Officers, two (2) Weights and Measures Officers and two (2) Sergeants-at-Arms shall be excused from normal duties at 1:30 P. M. on the days of the scheduled negotiations.

3. The President and an officer of his choice on tour of duty shall be excused from duty for attendance at the regular monthly meeting of the Locals.

#### ARTICLE 17 - Retention of Civil Rights

Employees shall retain all civil rights under the New Jersey State Law.

#### ARTICLE 18 - Agreements

The County agrees not to enter into collective negotiating agreements with anyone but the recognized Locals with regard to any employees covered under the provisions of this Agreement.

#### ARTICLE 19 - Insurance and Welfare

1. The County shall continue to maintain and provide liability insurance coverage of the type now in force and effect, including false arrest, at the present levels of \$500,000.00 per man and \$500,000.00 per incident.

2. The County shall supply to employees all necessary legal assistance in the defense of civil claims for personal injury, death, or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said employees as a result of said claims, provided,

however, that the employer's insurance carrier may handle the matter. In addition, the County shall provide legal counsel at its cost, as required by State statute.

#### ARTICLE 20 - Clothing Allowance

Sergeants-at-Arms of the District Court and Sheriff's Officers within the Locals shall be entitled to an annual uniform allowance of \$250.00. Weights and Measures employees shall receive \$145.00 clothing allowance. Payment shall be made annually following the first Board meeting in March, except that the retroactive portion of this increase due for the year 1978 shall be paid in a separate check as soon as practicable but no later than 45 days after the execution of this Agreement.

#### ARTICLE 21 - Shift Differential

1. All employees who work on a regular 7-day rotating basis shall receive an additional \$450.00 per year in lieu of any hourly shift differential payment. Such sum shall be payable to the employee in 26 equal payments per year, to coincide with the payroll periods throughout the year, and shall be made only so long as the employee remains on a regular 7-day rotating basis.

2. All other employees who are in shift positions but who are not on a regular 7-day rotating basis shall be paid in addition to their base salary a differential of \$.15 per hour for shift 2 (afternoon and evening shift) and \$.20 per hour for shift 3 (night and morning).

#### ARTICLE 22 - Applicable Laws

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

#### ARTICLE 23 - Changes, Supplements or Alterations

Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree, in writing.

#### ARTICLE 24 - Applicability

These benefits shall apply only to those employees on

the County payroll on January 1, 1978 and those permanently appointed thereafter.

ARTICLE 25 - Educational Incentive

The following annual increments shall be paid to employees covered by this Agreement who have successfully completed degree requirements in police science or related fields:

- a. Associates Degree . . . . . \$150.00.
- b. Bachelor's Degree . . . . . \$250.00.
- c. Master's Degree . . . . . \$350.00.
- d. Doctorate . . . . . \$450.00.

Said amounts shall be paid annually in a lump sum commencing with the calendar year of degree qualifications.

ARTICLE 26 - Transfer of Seniority Procedure

When a vacancy occurs in a Sheriff's Officer title, whether by resignation, retirement, promotion, death or transfer, the following procedure shall be followed:

1. Sheriff's Officers who have served five (5) years or more from the date of their permanent appointment and who are interested in the vacancy shall so signify to the Sheriff in writing.

2. The Sheriff may elect to fill the vacancy by the appointment of any one of those who have submitted their names in writing. If the Sheriff shall make the appointment from this list, there shall be no appeal from his selection by way of grievance or any other procedure.

ARTICLE 27 - Settlement of Pending Proceedings

The parties agree that as part of the overall settlement of the terms and conditions of this collective bargaining Agreement and in consideration of the mutual promises and covenants herein contained, all administrative proceedings between the parties which have been previously commenced and are presently pending before the Public Employment Relations Commission (P.E.R.C.)

of the State of New Jersey shall be discontinued and terminated with prejudice, including those unfair practice proceedings pending under docket numbers CO-77-155, CO-78-293 and CE-78-41; and an arbitration proceeding pending under docket numbers AR-78-51. The parties agree to notify P.E.R.C. in writing of the termination of the said proceedings, with prejudice, upon the execution of this Agreement.

ARTICLE 28 - Embodiment

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective negotiations and that this Agreement embodies the full and complete understanding of the parties and includes all of the terms and conditions which the parties have explicitly agreed will govern their rights and obligations during its term.

SCHEDULE A

The maximum annual base salary (excluding longevity pay) for the employees covered by this Agreement for the year 1978, shall be as follows:

Sheriff's Officer	\$16,452.00
Ballistics Officer	16,452.00
Identification Officer	16,452.00
Court Attendant	16,452.00
County Corrections Officer	16,452.00
Sheriff's Officer Sergeant	17,666.00
Assistant Supervisor, Bureau of Criminal Identification	17,666.00
Assistant County Superintendent of Weights and Measures	15,744.00
*Sergeants-at-Arms of the District Court	16,452.00

\*To take effect as of the date of execution of this Agreement.

SCHEDULE B

The maximum annual base salary (excluding longevity pay) for the employees covered by this Agreement for the year 1979, shall be as follows:

Sheriff's Officer	\$17,452.00
Ballistics Officer	17,452.00
Identification Officer	17,452.00
Court Attendant	17,452.00
County Corrections Officer	17,452.00
Sheriff's Officer Sergeant	18,666.00
Assistant Supervisor, Bureau of Criminal Identification	18,666.00
Assistant County Superintendent of Weights and Measures	16,744.00
Sergeants-at-Arms of the District Court	17,452.00



IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

FOR THE COUNTY:

*Jeremiah F. O'Connor*  
JEREMIAH F. O'CONNOR  
Freeholder Director

*Loretta Weinberg*  
LORETTA WEINBERG, Clerk  
Board of Chosen Freeholders

FOR THE LOCALS AND EMPLOYEES:

*James O'Hara*  
JAMES O'HARA, President  
PBA Local 134

*John J. Maguire*  
JOHN J. MAGUIRE  
Delegate, Local 203

*Joseph Ferriero*  
JOSEPH FERRIERO  
Sergeants-at-Arms

*Stephen Murray* P.B.A. 33

*Frank J. Murray* P.B.A. 33

*Joseph J. Ferriero*  
P.B.A. 134